

A. G. Contract No. KR93 1423TRN
ECS File: JPA 93-100
Project: HX017 01C
Section: SR-95 @ Avenue 3E

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 10 AUGUST, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS
(the "County").

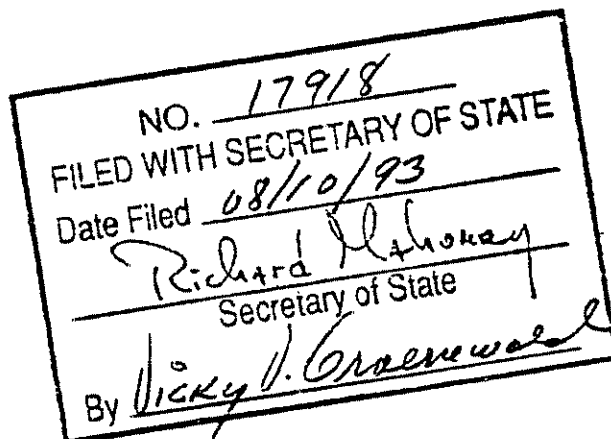
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to construct, operate
and maintain a new traffic signal light warranted on State
Route 95 at the intersection of Avenue 3E, at an estimated
construction cost of \$80,000.00, hereinafter referred to as the
Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the County for fifty percent (50%) of the cost of construction and construction engineering of the Project, estimated at \$40,000.00.

d. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The County will:

a. Review the design documents and provide comments.

b. Within thirty days after receipt of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project, estimated at \$40,000.00.

c. Upon completion and acceptance of the Project by the State, provide electrical energy.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yuma County
County Manager
198 S. Main Street
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY

STATE OF ARIZONA

Department of Transportation

By Harold Aldrich

HAROLD ALDRICH, Director
Dept. of Development Services


By Charles K. Eaton

CHARLES K. EATON
State Traffic Engineer

RESOLUTION

BE IT RESOLVED on this 25th day of June 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation to enter into an agreement with Yuma County for the purpose of establishing an agreement to provide for the design, construction and maintenance of a new traffic signal on SR-95 at the intersection of Avenue 3E in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.


LARRY S. BONINE
Director

RECEIVED

OCT 14 1992

DATE
MAILED: 10-6-92

Ans'd.....

TRANSMITTAL FORM
FOLLOW-UP TO BOARD OF SUPERVISORS MEETING

TO: BRIAN B. PIROOZ, County Engineer DEPT.: DEVELOPMENT SERVICES
FROM: JAMES R. STAHL, County Administrator (Name/Title) DATE OF MEETING: 10-5-92
ITEM: #11: Authorize Department of Development Services/Engineering Division to prepare and enter into an Intergovernmental Agreement with Arizona Department of Transportation (ADOT) for the installation of TRAFFIC SIGNALS at Avenue 3E and U.S. Highway 95 (Funding: 50% Yuma County; 50% ADOT).

BOARD'S ACTION/DIRECTION:

APPROVED X DENIED _____

SCHEDULE PUBLIC HEARING? Yes _____ No _____ Date _____

CONTINUED TO BOARD MEETING OF _____
(Date, if known)

OTHER _____

INFORMATION ATTACHED:

ADDITIONAL COMMENTS:

Please proceed with preparation of an intergovernmental agreement and provide copy for our files when fully executed.

COPIES TO FOLLOWING INDIVIDUALS:

Harold Aldrich, Development Services Director

10-05-92.11

JPA 93-100

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 16 day of July, 1993.

Wm. Michael Smith

Dep. County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1423-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of August, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

8118/42